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10/799,977	03/12/2004	Gerald DeMeyer	9253-000001	9031

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EXAMINER
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BROWN, ALVIN L

ART UNIT	PAPER NUMBER
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3622

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04/21/2008

PAPER

**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

<b>Office Action Summary</b>	<b>Application No.</b> 10/799,977	<b>Applicant(s)</b> DEMEYER ET AL.	
	<b>Examiner</b> ALVIN L. BROWN	<b>Art Unit</b> 3622	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

### Status

- 1) ☒ Responsive to communication(s) filed on 31 January 2008.
- 2a) ☒ This action is **FINAL**.                      2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

### Disposition of Claims

- 4) ☒ Claim(s) 1-17 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-17 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

### Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

### Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All    b) ☐ Some \*    c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
  2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

### Attachment(s)

- |  |   |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892)          | 4) <input type="checkbox"/> Interview Summary (PTO-413)           |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. _____                                      |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)          | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date _____  | 6) <input type="checkbox"/> Other: _____                          |

### DETAILED ACTION

1. The following is a Final Office Action in response to communications received January 31, 2008. Claims 1-17 have been examined.

#### ***Claim Rejections - 35 USC § 102***

2. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

3. **Claims 12 and 15 are rejected under 35 U.S.C. 102(e) as being anticipated by Marcus (US 2002/0077902 A1).**

**As per claim 12**, Marcus discloses a method of ensuring the transfer of data in instruction material from a first party to a second party comprising the steps of:

providing the customer with a user manual containing an embedded piece of information (see paragraph [0022] which teaches a first party such as a product or service provider that provides instructions to a second party such as an information consumer. The provided information contains embedded pieces of information such as signifiers referenced here as anything perceivable by an information consumer);

querying the customer as to a value of the embedded piece of information (see paragraphs [0085] through [0089] which teach the second party such as an information

consumer is given instruction on how to indicate knowledge of an embedded pieces of information such as a signifier by responding specifically with a requested value);

providing the customer a rebate after determining that the embedded information provided by the customer has a proper value (see paragraph [0042] which teaches that a second party/consumer receives a coupon after reviewing a series of advertisement and providing the system with a code number); and

contacting the customer if the value of the embedded information is incorrect (Figure 8, the consumer is presented with new information having new signifiers if the consumer does not get a reward indicating that he/she submitted incorrect information).

**As per claim 15**, Marcus further discloses querying a customer as to whether it has additional questions about safety information (see paragraph [0105] which teaches that a second party/customer verifies that he or she has reviewed and comprehended the user's manual but still needs assistance).

### ***Claim Rejections - 35 USC § 103***

4. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

5. **Claims 1 –11, 13 –14, 16 – 17 are rejected under 35 U.S.C. 103(a) as being unpatentable over Marcus (US 2002/0077902 A1) in view of Herzen et al., (US 2002/0099652 A1)**

**As per claim 1**, Marcus discloses a method of ensuring the transfer of data in instruction material from a first party (via a service provider) to a second party (via an information consumer) comprising the steps of:

providing the second party with a set of instructional materials containing an embedded code (see paragraph [0022] which teaches a first party such as a product or service provider that provides instructions to a second party such as an information consumer. The provided information contains embedded codes such as signifiers referenced here as anything perceivable by an information consumer);

querying the second party as to a value of the embedded code (see paragraphs [0085] through [0089] which teach the second party such as an information consumer is given instruction on how to indicate knowledge of an embedded code such as a signifier by responding specifically with a requested value).

Marcus further discloses the consumer is offered an incentive for the review and comprehension of information (paragraph [0021]). Marcus further discloses a consumer entering a password or other required key after reviewing training information in order to "unlock" an incentive (paragraph [0032]). Marcus further discloses a consumer is given a reward if the information is correct (Figure 1) further, the consumer is presented with new information having new signifiers if the consumer does not get a reward indicating that he/she submitted incorrect information (Figure 8).

Marcus does not explicitly disclose providing the second party a rebate after a predetermined amount of time if the value of the embedded code is correct.

However, Herzen teaches a method that permits electronic transmission of payment or a rebate with steps of providing the second party a rebate after a predetermined amount of time (see paragraph [0121-0122]) which discloses a first party such as Internet company provides a second party such as a new member with an incentive that is redeemable after 90 days in the future).

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to add Herzen's incentive with a predetermined time period to Marcus' transfer of data in an instructional material from one party to another. One would be motivated to do this in order to ensure that customers fully comprehend the information contained in the instructions manual of the product they purchased.

**As per claim 2**, Marcus discloses the claimed invention as in claim 1. Marcus does not explicitly disclose that a second party receives the instructional material upon the purchasing of a product.

However, Herzen teaches a method that permits electronic transmission of payment or a rebate with steps of a second party receiving the instructional material upon the purchase of a product (see paragraph [0119] which teaches that a second party/customer purchases an E-machine and receives product registration information which contains a rebate code, that can be redeemed once the registration process is completed).

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to add Herzen's instructional material such as the registration material embedded with a rebate code to Marcus' transfer of data in

instruction material from one party to another. One would be motivated to do this in order to ensure that customers fully understand the information contained in the instruction manual of the product they purchased.

**As per claim 3**, Marcus discloses the claimed invention as in claim 2. Marcus does not explicitly disclose if the product has been returned prior to providing a second party a rebate, and if it has been return preventing providing a second party the rebate.

However, Herzen et al., teaches a method that permits electronic transmission of payment or a rebate with steps that if a product has been returned prior to providing a second party a rebate, and if it has been return preventing providing a second party a rebate (paragraphs [0121- 0122] a customer prints a money order with a forward date and specifying that a subscriber will be denied a rebate if they disconnect from the service before a predetermined time).

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to add Herzen's rebate restrictions and conditions to Marcus' transfer of data in instruction material from one party to another. One would be motivated to do this in order to ensure that customers fully understand the information contained in the instructions manual of the product they purchased and further to reduce fraud in the rebate system by keeping track of the rebates.

**As per claim 4**, Marcus further discloses a method of instructional material contained in one of a video, digital format, or a written manual (see paragraphs [0084] and [0100] which teach instructional material on different formats such as print media, audio visual program, digital format such as DVD or CD-ROM or an internet web site).

**As per claim 5**, Marcus further discloses querying the second party as to whether it has additional questions as to the instructional material (see paragraph [0105] which teaches that a second party/customer verifies that he or she has reviewed and comprehended the user's manual but still needs assistance).

**As per claim 6**, Marcus further discloses providing data to the second party on how to gain further information from one of an information phone center or a website (see paragraph [0105] which teaches that a second party/customer is provided with a toll-free number in the instructional material to call in case he or she require additional information).

**As per claim 7**, Marcus further discloses retrieving serial number and safety codes from the second party and entering them into a database (see paragraph [0167] which teaches a database designed to capture the second party/customer information such as safety codes which in this case are signifiers).

**As per claim 8**, Marcus further discloses the second party inputs the embedded codes from the instructional materials into a phone center using a telephone's key pad touch tone (see paragraph [0090] which teaches that a customer contacts a call center by dialing a toll-free number).

**As per claim 9**, Marcus further discloses the second party enters the value of the embedded code using a telephone key pad (see paragraph [0090] which teaches that a customer contacts a call center by dialing a toll-free number).



**As per claim 10**, Marcus discloses the claimed invention as in claim 9. Marcus does not explicitly disclose comparing the entered value of the embedded code with a known value.

However, Herzen teaches a method that permits electronic transmission of payment or a rebate with steps of comparing the entered value of the embedded code with a known value (see paragraph [0088] which teaches that a second party/customer submits the value of an embedded code such as a printed coupon or financial instrument to a financial institution where the financial institution checks the submitted value against an internal list).

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to add Herzen's rebate restrictions and conditions to Marcus' transfer of data in instruction material from one party to another. One would be motivated to do this in order to ensure that customers fully understand the information contained in the instructions manual of the product they purchased and further to reduce fraud in the rebate system by keeping track of the rebates.

**As per claim 11**, Marcus discloses the claimed invention as in claim 10. Marcus does not explicitly disclose sending a notification to the second party if the entered value does not equal the known value.

However, Herzen teaches a method that permits electronic transmission of payment or a rebate with steps of sending a notification to the second party if the entered value does not equal the known value (see paragraph [0090] which teaches

that a second party/customer receives a notification information for receiving the financial instrument).

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to add Herzen's rebate restrictions and conditions to Marcus' transfer of data in instruction material from one party to another. One would be motivated to do this in order to ensure that customers fully understand the information contained in the instructions manual of the product they purchased and further to reduce fraud in the rebate system by keeping track of the rebates.

**As per claim 13**, Marcus discloses the claimed invention as in claim 12. Marcus does not explicitly disclose that a customer receives a user manual upon the purchasing of a product.

However, Herzen teaches a method that permits electronic transmission of payment or a rebate with steps of a customer receiving a user manual upon the purchase of a product (see paragraph [0119] which teaches that a customer purchases an E-machine and receives product registration information which contains a rebate code, that can be redeemed once the registration process is completed).

Therefore it would have been obvious to one of ordinary skill in the art at the time the invention was made to add Herzen's instructional material such as the registration material embedded with a rebate code to Marcus' transfer of data in instruction material from one party to another. One would be motivated to do this in order to ensure that customers fully understand the information contained in the instructions manual of the product they purchased.

**As per claim 14**, Marcus further discloses a method of a user manual is contained in one of a video, digital format, or a written manual (see paragraphs [0084] and [0100] which teach instructional material on different formats such as print media, audio visual program, digital format such as DVD or CD-ROM or an internet web site).

**As per claim 16**, Marcus discloses the claimed invention as in claim 15. Marcus further discloses a method providing data to the customer on how to gain further information from one of an information phone center or visit a website (see paragraph [0105] which teaches that a customer is provided with a toll-free number in the instructional material to call in case he or she require additional information). Marcus does not explicitly disclose if the product has been returned prior to providing the customer a rebate, and if product has been returned, preventing providing the customer the rebate.

However, Herzen teaches a method that permits electronic transmission of payment or a rebate with steps that if a product has been returned prior to providing a second party a rebate, and if it has been return preventing providing a second party a rebate (paragraphs [0121- 0122] a customer prints a money order with a forward date and specifying that a subscriber will be denied a rebate if they disconnect from the service before a predetermined time).

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to add Herzen's rebate restrictions and conditions to Marcus' transfer of data in instruction material from one party to another. One would be motivated to do this in order to ensure that customers fully understand the information

contained in the instructions manual of the product they purchased and further to reduce fraud in the rebate system by keeping track of the rebates.

**As per claim 17**, Marcus discloses a method of ensuring transfer of safety information in a user manual to a customer comprising the steps of:

the user manual containing an embedded piece of information (see paragraph [0022] which teaches a customer is provided information such as a user manual that has embedded pieces of information such as signifiers referenced here as anything perceivable by an information consumer);

querying the customer as to a value of the embedded piece of information (see paragraphs [0085] through [0089] which teach the second party such as an information consumer is given instruction on how to indicate knowledge of an embedded code such as a signifier by responding specifically with a requested value);

providing the customer a rebate after determining that the embedded information provided by the customer has a proper value, wherein the user manual is contained in one of a video, digital information, or a written manual (see paragraph [0042] which teaches that a customer receives a coupon after reviewing a series of advertisement and providing the system with a code number and also paragraphs [0084] and [0100] which teach instructional material on different formats such as print media, audio visual program, digital format such as DVD or CD-ROM or an internet web site);

querying the customer as to whether the customer has additional questions as to the safety information (see paragraph [0105] which teaches that a customer verifies that

he or she has reviewed and comprehended the user's manual but still needs assistance).

providing data on how to gain further information from one of an information phone center or visit a website (see paragraph [0105] which teaches a customer is provided with a toll-free number in the instructional material to call in case he or she require additional information); and

contacting the customer if the value of the embedded information is incorrect (Figure 8, the consumer is presented with new information having new signifiers if the consumer does not get a reward indicating that he/she submitted incorrect information).

Marcus does not explicitly disclose: providing the customer with a user manual at a purchase of a product; and

if the product has been returned prior to providing a customer a rebate, and if the product has been returned, preventing providing a customer the rebate.

However, Herzen teaches a method that permits electronic transmission of payment or a rebate with steps of providing the customer with a user manual at the purchase of a product (see paragraph [0119] which teaches that a customer purchases an E-machine and receives product registration information which contains a rebate code, that can be redeemed once the registration process is completed); and

if a product has been returned prior to providing a second party a rebate, and if the product has been returned, preventing providing a second party a rebate (paragraphs [0121- 0122] a customer prints a money order with a forward date and

specifying that a subscriber will be denied a rebate if they disconnect from the service before a predetermined time).

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to add Herzen's rebate restrictions and conditions to Marcus' transfer of data in instruction material from one party to another. One would be motivated to do this in order to ensure that customers fully understand the information contained in the instructions manual of the product they purchased and further to reduce fraud in the rebate system by keeping track of the rebates.

### ***Response to Arguments***

6. Applicant's arguments filed on January 31, 2008 have been fully considered but they are not found persuasive. On page 7 of the Applicant's Remarks dated January 31, 2008, Applicant amended claims 1, 12 and 17 to include a new limitation "contacting the customer if the value of the embedded information is incorrect." Applicant further states that the references do not teach such limitations. Examiner respectfully disagrees in considering the broadest reasonable interpretation of the claims by refereeing to Marcus' disclosure of a consumer is given a reward if the information entered is correct, indicating comprehension of instructional data. Further, Marcus discloses that the consumer is presented with new information if the consumer does not get a reward indicating that the submitted information is incorrect (Figure 8).

In response to Applicant's second argument on page 8, "Clearly, this paragraph does not teach tracking the return of a product as is claimed," and "determining if the product has been returned prior to providing a second party rebate," Examiner

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respectfully disagrees. However, Herzen teaches a customer prints a money order with a forward date and specifies that a subscriber will be denied a rebate if they disconnect from the service before a predetermined time (paragraphs [0121- 0122]). Note that if the user discontinues the service and then tries to cash the money order, the item will not be approved because it is removed from the "positive pay" approved item list when service is discontinued. Only if the customer waits the 90 days and is still signed up for the service will the item clear.

### ***Conclusion***

7. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure. Junger (U.S. 6,834,268 B2) discloses a method and apparatus for efficient handling of product return transactions.

**THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of the final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to ALVIN L. BROWN whose telephone number is (571)270-5109. The examiner can normally be reached on Monday - Thursday 7:30 AM to 5:00 PM Eastern Time.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Eric Stamber can be reached on 571 272 6724. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

ALB

/Arthur Duran/  
Primary Examiner, Art Unit 3622  
4/16/2008